



**INTERNATIONAL  
PICKLEBALL TEACHING  
PROFESSIONAL  
ASSOCIATION**

**RELEASE AND WAIVER OF LIABILITY, INDEMNITY CONSENT AGREEMENT ("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in any way at an IPTPA pickleball teaching activity ("Activity") with member **RICHARD P. BRENNER known as DICK BRENNER PICKLEBALL LLC ("DBP")** I, for myself for personal representatives, assigns, heirs, and next of kin now declare:

1. ACKNOWLEDGE, agree, and state that I understand the nature of IPTPA pickleball teaching activity with **DBP** Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND THAT: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I might incur as a result of my participation or that of the minor in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND AGREE AND PROMISE NOT TO SUE **IPTPA and member DBP**, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT THAT ARE CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT MEDICAL ASSISTANCE RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim. I also give **DBP** permission to use or distribute, without limitation or obligation, my image, name, voice and words for any purpose connected with the instruction, promotion, marketing, training, informational and archival uses.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID OR UNENFORCEABLE THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I (Player or Participant) accept the terms & conditions.

Signature \_\_\_\_\_

Date \_\_\_\_\_

PRINT NAME \_\_\_\_\_

ZIP CODE \_\_\_\_\_

EMAIL \_\_\_\_\_

PHONE \_\_\_\_\_

EMERGENCY CONTACT \_\_\_\_\_

PHONE \_\_\_\_\_